



# County of Fairfax, Virginia

## AMENDMENT

### AMENDMENT NO. 4

NOV - 3 2016

**CONTRACT TITLE:** Fingerprint Identification System

**CONTRACTOR**

Morpho Trak, LLC  
5515 E. La Palma Ave, Suite 100  
Anaheim, CA 92807

**SUPPLIER CODE**

1000011602

**CONTRACT NO.**

4400006490

By mutual agreement, contract 4400006490 is hereby amended as follows:

- Incorporate the attached Biometrics Maintenance and Support Agreement (001378-006) which was agreed to and executed in 2008 (reference: Contract XX06-818123-11A, Amendment No. 4)
- Add Attachment A, which extends the Maintenance and Support Agreement 001378-006 and updates Exhibit A, Exhibit B, and Exhibit C for the period of July 1, 2016 through June 30, 2017.

**ACCEPTANCE:**

BY: Walt Scott  
(Signature)

Vice President  
(Title)

Walt Scott  
(Printed)

November 2, 2016  
(Date)

All other prices, terms and conditions remain the same.

Cathy A. Muse  
Cathy A. Muse, CPPO  
Director/County Purchasing Agent

Steve Pierson, CPPB  
Contracts Manager

**DISTRIBUTION:**

Department of Finance – Accounts Payable  
FCPD – Lander Napper/e  
FCPD – Mike Estelle/e  
Contractor

DPMM, Contract Specialist – Yong Kim  
DPMM, ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management  
12000 Government Center Parkway, Suite 427  
Fairfax, VA 22035-0013  
Website: [www.fairfaxcounty.gov/dpmm](http://www.fairfaxcounty.gov/dpmm)  
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

### **Biometrics Maintenance and Support Agreement**

Motorola, Inc., a Delaware corporation, ("Motorola" or "Seller") OR Printrak International Incorporated, a Motorola company ("Printrak" or "Seller") having a place of business at 1250 North Tustin Avenue, Anaheim, California 92807 and Fairfax County ("Customer"), having a place of business at 4100 Chain Bridge Road, Fairfax, VA 22030, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

#### **Section 1 EXHIBITS**

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

- Exhibit A "Description of Covered Products"
- Exhibit B "Support Plan"
- Exhibit C "Support Plan Options and Pricing Worksheet"
- Exhibit D "Billable Rates"

#### **Section 2 DEFINITIONS**

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement and Software License Agreement dated the 29<sup>th</sup> of March 2006.

"Motorola" means Motorola, Inc., a Delaware corporation.

"Motorola Software" means Software that Motorola or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-Motorola Software" means Software that a party other than Motorola or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Printrak" means Printrak International Incorporated, a Motorola company.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number,

shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of Motorola Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of Motorola Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the Motorola Software and Non-Motorola Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or Motorola).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods up to 5 years unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as Motorola determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.5. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.6. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures which are made available upon request by Customer.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. Customer replacement, upgrade, or modification of equipment, hardware, or software that interfaces with the covered Products shall be subject to adjustment of the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

**Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

**Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any duties, export or customs fees, including any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments. It is hereby acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is thereby exempt from taxation.

5.5 This Agreement shall be deemed binding only after funding appropriation and program approval has been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then this Agreement is terminated, effective July 1 of the fiscal year for which such approvals have been denied.

**Section 6. LIMITATION OF LIABILITY**

Except for intellectual property infringements, property damage, personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; ; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

**Section 7. DEFAULT/TERMINATION**

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider Motorola to be in default. If

Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2 Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within 30 days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified.

7.3 Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The contractor may be required to submit an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

7.4 Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. All confidential and proprietary information shall be marked as proprietary and confidential in accordance with the Virginia Freedom of Information Act. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

#### **Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: Fairfax County  
Attn: Lt. Vince Byrd  
4100 Chain Bridge Road  
Fairfax, VA 22030

Seller: Motorola, Inc.  
Attn: Contracts Administration Representative  
1250 North Tustin Avenue  
Anaheim, California 92807  
Fax: 714-237-0050

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.



8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements.

8.6. This Agreement will be governed by the laws of the Commonwealth of Virginia.

**Section 9. CERTIFICATION DISCLAIMER**

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**Seller: Motorola, Inc.**

**Customer: Fairfax County**

By: 

By: 

Name: Michael A. Barber

Name: Cathy A. Muse, CPPO

Title: Technical Support Operations

Title: Director/County Purchasing Agent

Date: FEB 5 2008

Date: 2/12/08

**Exhibit A DESCRIPTION OF COVERED PRODUCTS**

**MAINTENANCE AND SUPPORT AGREEMENT NO. 001378-006**

**CUSTOMER: Fairfax County**

The following table lists the Products under maintenance coverage:

Fairfax County, VA Contract 1440		Year 1		Year 2	
		9x5 Annual Maintenance		9x5 Annual Maintenance	
Product	Qty	Hardware	Software	Hardware	Software
<b>AFIS</b>					
AMPs (TP/LT/Palm)	6	\$5,696	\$52,704	\$5,981	\$55,339
PDC/BDC	2	\$368	\$0	\$386	\$0
Backup Server	1	\$144	\$0	\$151	\$0
ADS/WFM Server	1	\$5,512	\$27,450	\$5,788	\$28,823
AMC Server	1	\$440	\$5,490	\$462	\$5,785
EM Server	1	\$144	\$5,490	\$151	\$5,765
DES/DPS Server	1	\$368	\$10,980	\$386	\$11,529
Application/GSM Servers	2	\$536	\$10,980	\$563	\$11,529
Latent Station- Database	1	\$2,026	\$7,470	\$2,127	\$7,844
Multiprint Station	6	\$12,156	\$55,620	\$12,764	\$58,401
Review Station	17	\$0	\$61,200	\$0	\$64,260
19 LSS-R, 6 LSS-P, 2 LSS-ID	27	\$48,044	\$42,930	\$50,446	\$45,077
Double-sided Tenprint Card Printer	8	\$1,040	\$0	\$1,092	\$0
<b>Mugshot</b>					
Viisage Investigative Browsers (SW Only)	40	\$0	\$132,246	\$0	\$138,858
<b>Total</b>		<b>\$76,474</b>	<b>\$412,580</b>	<b>\$80,298</b>	<b>\$433,188</b>
<b>Grand Total</b>		<b>\$89,034</b>		<b>\$513,486</b>	

Washington Metro PD, DC Contract 1442		Year 1		Year 2	
		9x5 Annual Maintenance		9x5 Annual Maintenance	
Product	Qty	Hardware	Software	Hardware	Software
<b>AFIS</b>					
AMPs (TP/LT/Palm)	9	\$12,120	\$184,464	\$12,726	\$193,687
PDC/BDC	2	\$368	\$0	\$386	\$0
ADS/WFM Server	1	\$5,512	\$27,450	\$5,788	\$28,823
AMC Server	1	\$440	\$5,490	\$462	\$5,784
CPI Server	1	\$192	\$5,490	\$202	\$5,764
EM Server	1	\$144	\$5,490	\$151	\$5,764
DES/DPS Server	1	\$368	\$10,980	\$386	\$11,529
Application/GSM Servers	2	\$536	\$10,980	\$563	\$11,529
Multiprint Station	4	\$8,104	\$37,080	\$8,509	\$38,934
Review Station	22	\$0	\$79,200	\$0	\$83,160
18 LSS-R, 3 LSS-P, & 2 LSS-ID	23	\$43,096	\$38,062	\$45,251	\$39,955
Fingerprint Card Printers	7	\$630	\$0	\$662	\$0
<b>Mugshot</b>					
Viisage Investigative Browsers (SW Only)	25	\$0	\$82,654	\$0	\$86,787
<b>Total</b>		<b>\$71,510</b>	<b>\$487,390</b>	<b>\$75,086</b>	<b>\$511,696</b>
<b>Grand Total</b>		<b>\$58,840</b>		<b>\$586,782</b>	

Annual Users' Conference	
Agency	Qty
Washington Metro PD, DC	5
Fairfax County Police Department	3
Fairfax County Sheriff's Department	3
Loudoun County	1
Arlington	1
Prince William County	1
Alexandria	1
Total	15
15 UC per Year Maintenance Cost	\$39,750

Year 1		Year 2	
9x5 Annual Maintenance		9x5 Annual Maintenance	
Fairfax County, VA Contract 1440	\$489,034	Fairfax County, VA Contract 1440	\$513,486
Washington Metro PD, DC Contract 1442	\$556,840	Washington Metro PD, DC Contract 1442	\$586,782
15 UC for Yr 1	\$39,750	15 UC for Yr 2	\$39,750
Grand Total	\$1,085,624	Grand Total	\$1,140,018
20% Volume Discount (\$1K)	(\$200,775)	20% Volume Discount (\$1K)	(\$220,054)
Adjusted Grand Total	\$884,849	Adjusted Grand Total	\$919,964

Combined Year 1 & Year 2 Total	\$1,799,013
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**MAINTENANCE AND SUPPORT AGREEMENT NO. 001378-006**  
**Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Description	Resolution Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an Initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved

hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C**  
**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 001378-005 Date 10/15/07 REV2  
New Term Effective Start April 1, 2008 End June 30, 2010

<b>CUSTOMER:</b> Address (1): Address (2): CITY, STATE, ZIP CODE: <b>CONTACT NAME:</b> <b>CONTACT TITLE:</b> <b>TELEPHONE:</b> Email:	Fairfax County Police Department 4100 Chain Bridge Road Fairfax, VA 22030 Vince Byrd Lieutenant (703)246-2057 vince.byrd@fairfaxcounty.gov	<b>BILLING AGENCY:</b> Address (1): Address (2): CITY, STATE, ZIP CODE: <b>CONTACT NAME:</b> <b>CONTACT TITLE:</b> <b>TELEPHONE:</b> Email:	County of Fairfax, Department of Purchasing & Supply Management 12000 Government Center Pkwy. Ste. 427 Fairfax, VA 22035-0013 Ron Hull Purchasing Supervisor (703)324-3279 www.fairfaxcounty.gov/dpsm
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For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@motorola.com.  
☒ AFIS System    ☐ DeskScan™ Station    ☐ LiveScan™ Station    ☐ Omnitrak™ System    ☐ Mugshot InstantImage™    ☐ ImageTrak™

STANDARD SUPPORT		ANNUAL FEE	SUPPORT OPTIONS		ANNUAL FEE
<input checked="" type="checkbox"/> Advantage – Software Support			<input checked="" type="checkbox"/> Hardware Support		
• 8 a.m. – 5 p.m. Monday to Friday PPM			• 8 a.m. – 5 p.m. Monday-Friday PPM		
• Unlimited Telephone Support			• Next day PPM On-site Response		
• Remote Dial-In Analysis			• Product Repair		
• Supplemental Releases & Updates			• Defective Parts Replacement		
• Standard Releases & Updates			• Escalation Support		
• Automatic Call Escalation			• Hardware Vendor Liaison		
• Access to Motorola Support Website			• Equipment Inventory Detail Management		
• Software Customer Alert Bulletins			• Hardware Service Reporting		
• Telephone Responses: 2 Hour			• Hardware Customer Alert Bulletins		
• Year 1 WA Metro PD (Eff: 4/1/08-6/30/09)	\$	487,330.00	• Year 1 WA Metro PD (Eff: 4/1/08-6/30/09)	\$	35,755.00
• Year 1 Fairfax Co (Eff: 7/1/08-6/30/09)	\$	412,560.00	• Year 1 Fairfax Co (Eff: 7/1/08-6/30/09)	\$	38,237.00
• Year 2 WA Metro PD & Fairfax Co (Eff: 7/1/09-6/30/10)	\$	944,884.00	• Year 2 WA Metro PD & Fairfax Co (Eff: 7/1/09-6/30/10)	\$	77,692.00
<b>UPLIFTS</b>			<input checked="" type="checkbox"/> Parts Support		
<input type="checkbox"/> Increase PPM to _____	\$		• Parts Ordered & Shipped Next Business Day		
<input type="checkbox"/> Increase Response Time to _____	\$		• Parts Customer Alert Bulletins		
			• If customer is providing their own on-site hardware support, the following applies:		
			• Customer Orders & Replaces Parts		
			• Telephone Technical Support for Parts Replacement Available		
			• Year 1 WA Metro PD (Eff: 4/1/08-6/30/09)	\$	35,755.00
			• Year 1 Fairfax Co (Eff: 7/1/08-6/30/09)	\$	38,237.00
			• Year 2 WA Metro PD & Fairfax Co (Eff: 7/1/09-6/30/10)	\$	77,692.00
<b>SOFTWARE SUPPORT TOTAL</b>	\$	1,844,774	<b>HARDWARE SUPPORT TOTAL</b>	\$	303,368

OTHER AVAILABLE OPTIONS				ANNUAL FEE
<input checked="" type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee)	Year	2008	Number Attendees Requested	15
				\$ 39,750
<input checked="" type="checkbox"/> Users Conference Attendance (\$2,650 per Attendee)	Year	2009	Number Attendees Requested	15
				\$ 39,750
<ul style="list-style-type: none"> <li>• Registration fee</li> <li>• Roundtrip travel for event (booked by Motorola)</li> <li>• Hotel accommodations (booked by Motorola)</li> <li>• Rental car (booked by Motorola)</li> <li>• Daily meal allowance (determined by Motorola guidelines)</li> </ul>				
<b>OTHER OPTIONS TOTAL \$ 79,500</b>				

Prepared by: Christine Lay, 714/575-2964, c.lay@motorola.com

**FULL TERM FEE GRAND TOTAL (Year 1)\* \$ 1,047,874**  
**FULL TERM FEE GRAND TOTAL (Year 2)\* \$ 1,100,268**  
 Year 1 Volume Discount (20%) \$ (209,575)  
 Year 2 Volume Discount (20%) \$ (220,054)  
**USERS' CONFERENCE ATTENDEES TOTAL \$ 79,500**  
**FINAL FULL TERM FEE GRAND TOTAL (2 Years)\* \$ 1,799,013**

\*Exclusive of taxes if applicable

<b>Exhibit D</b>
<b>CURRENT BILLABLE RATES</b>

**MAINTENANCE AND SUPPORT AGREEMENT NO.** 001378-006

**CUSTOMER:** Fairfax County

The following are Seller's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES (Outside the scope of a current Maintenance and Support Agreement)
8 a.m.-5 p.m. M-F (local time)	\$160 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES (WITHOUT AN AGREEMENT)
8 a.m.-5 p.m. M-F (local time)	\$320 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum

Attachment A

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #001378-006

CUSTOMER: Fairfax County Police Department

The following table lists the Products under maintenance coverage:

Fairfax County/NOVARIS, VA			Year 9 7/1/2016 - 6/30/2017	
			9 X 5 Annual Maintenance	
Product	Sales Contract	Qty	Hardware	Software
<b>AFIS - Fairfax County</b>				
Backup Server	1440	1	\$213	N/A
Application Server	1440	1	\$396	\$8,111
19 LSS-R, 6 LSS-P, 2 LSS-ID	1440	27	\$70,983	\$63,427
Double-sided Tenprint Card Printer	1440	8	\$1,537	N/A
MorphoBSS Matcher Subsystem				
1 AMS DL360				
1 DPS DL160				
3 AMP DL160	7008	5	\$1,922	\$94,161
<b>Total:</b>			<b>\$75,050</b>	<b>\$165,700</b>
			<b>\$240,749</b>	
<b>Morpho BIS Phase II Upgrade</b>			<b>7/1/2016 - 6/30/2017</b>	
MBSS Processor	15594	1	\$434	\$4,698
PDC/BDC	15594	2	\$351	N/A
ADS/WFM Server	15594	1	\$2,798	\$51,212
WAS Server	15594	1	\$351	N/A
DES	15594	1	\$459	\$4,698
Gateway Server	15594	1	\$242	\$9,397
Backend Cabinet and Accessories	15594	1	\$685	N/A
Review Station Software Licenses	15594	16	\$501	\$80,139
Expert Workstation with Scanner	15594	2	\$647	\$18,794
Expert Workstation with Scanner & Latent Camera	15594	5	\$8,770	\$46,984
Color Printers	15594	5	\$626	N/A
<b>Total:</b>			<b>\$15,866</b>	<b>\$195,923</b>
			<b>\$211,789</b>	
<b>MorphoTrust Mug &amp; Face Recognition</b>			<b>07/01/2016 - 06/30/2017</b>	
MorphoTrust Mugshot & Face Recognition Upgrade/Expansion	8394	1	N/A	REMOVED
<b>Total:</b>			<b>\$78,750</b>	
<b>Mobile ID</b>			<b>7/01/2016 - 6/30/2017</b>	
MI00-0EBWOB-B MorphoIdent	9118	220	\$29,106	N/A
MI00-0EBWOB-B MorphoIdent	16268 / 16477	92	\$12,172	N/A
Mobile ID Server	5140	4	\$1,322	N/A
MI00-0EBWOB-B MorphoIdent	5140	170	\$15,456	N/A
Tenprint Card Printers	5140	2	\$718	N/A
<b>Total:</b>			<b>\$58,774</b>	<b>N/A</b>
			<b>\$58,774</b>	



Attachment A

Added Equipment			7/01/2016 - 6/30/2017	
Latent Expert Workstations	21363	5	\$7,867	\$36,667
<b>Total:</b>				<b>\$44,554</b>
Added Equipment			7/01/2016 - 6/30/2017	
MorphoMobile Gateway Servers	21269	4	\$677	N/A
<b>Total:</b>				<b>\$677</b>
Existing Equipment			7/1/2016 - 6/30/2017	
Touchprint 5600 LiveScan System	8395	5	\$3,572	\$14,288
MorphoTrak LiveScan Stations	16477	3	\$3,041	\$12,162
Tenprint Card Printer 4 Tray	16477	3	\$462	N/A
Tenprint Card Printer 1 Tray	16477	5	\$236	N/A
LSS-R	5760	2	\$9,840	\$1,181
LSS-D	5760	2	\$8,784	\$1,107
Tenprint Card Printer	5760	5	\$1,337	N/A
LSS-D	6393	1	\$471	\$4,239
<b>Total:</b>			<b>\$27,998</b>	<b>\$32,978</b>
				<b>\$60,975</b>
Workstation - Manassas City PD			7/1/2016 - 6/30/2017	
LiveScan Station Ruggedized	5500	1	\$1,322	\$5,112
Tenprint Card Printers	5500	1	\$1,322	N/A
<b>Total:</b>			<b>\$2,645</b>	<b>\$5,112</b>
				<b>\$7,757</b>
<b>Total</b>			<b>\$188,877</b>	<b>\$436,399</b>
				<b>\$625,277</b>
<b>Volume 7% Discount</b>				<b>(-\$43,769)</b>
<b>Grand Total</b>				<b>\$581,507</b>

Washington Metro PD, DC			Year 9 7/1/2016 - 6/30/2017 (12 Months)	
MorphoBSS Matcher Subsystem				
1 AMS DL360	7681	5	\$1,905	\$100,544
1 DPS DL160				
3 AMP DL160				
Workstation - Department of Finance & Resource Management			7/1/2016 - 6/30/2017	
Multiprint Station	8540	1	\$2,495	\$9,981
Morpho BIS Phase II Upgrade			7/1/2016 - 6/30/2017	
MBSS Processor	17053	1	\$255	N/A
PDC/BDC	17053	2	\$427	N/A
ADS/WFM Server	17053	1	\$238	\$55,045
RAID Array Subsystem	17053	1	\$1,134	N/A
Backup Tape Library	17053	1	\$1,643	N/A
Backup Server	17053	1	\$131	N/A
WAS Server	17053	1	\$263	N/A
DES	17053	1	\$263	\$4,621
Gateway Server	17053	1	\$370	\$4,621
Backend Cabinet and Accessories: Kit/KVM Console LAN-Switch 16 Port LAN-Switch PCT5524	17053	1	\$162	N/A
Review Station Software Licenses	17053	11	N/A	\$40,865

Attachment A

Tenprint Expert Workstation	17053	1	\$277	\$5,545
Latent Expert Workstation	17053	2	\$3,964	\$14,787
Latent Camera Assembly	17053	1	\$1,407	N/A
Expert Workstation with Scanner and Camera	17053	1	\$1,972	\$9,242
Expert Workstation with Scanner	17053	4	\$2,259	\$36,968
T650 Card Printer	17053	11	\$1,276	N/A
Color Laser Printer C746DTN	17053	8	\$978	N/A
<b>Total:</b>			<b>\$17,018</b>	<b>\$171,493</b>
			<b>\$188,511</b>	
<b>Added Morpho BIS Face Detective Solution</b>			<b>08/21/2016 - 06/30/2017 (Prorated 10 Months 10 Days)</b>	
ADS/WFM Server	20473	1	\$585	N/A
MorphoBIS Face Detective Server	20473	1	\$365	\$42,581
MorphoBIS Face Detective RHEL License	20473	2	\$51	N/A
<b>Total:</b>			<b>\$1,001</b>	<b>\$42,581</b>
			<b>\$43,582</b>	
<b>Added LiveScan's with Mugshot</b>			<b>07/01/2016 - 06/30/2017</b>	
LiveScan Station	21440	14	\$12,138	\$48,553
LiveScan Portable	21440	4	\$2,918	\$11,673
LiveScan Desktop	21440	1	\$773	\$3,089
<b>Total:</b>			<b>\$15,828</b>	<b>\$63,315</b>
			<b>\$79,143</b>	
<b>Total</b>			<b>\$38,248</b>	<b>\$387,914</b>
			<b>\$426,163</b>	
<b>Volume 7% Discount</b>			<b>(\$29,831)</b>	
<b>Grand Total</b>			<b>\$396,331</b>	

Montgomery County, MD			Year 9 7/1/2016 - 6/30/2017 9X5 Annual Maintenance	
Product	Sales Contract	Qty	Hardware	Software
<b>AFIS</b>				
MorphoBIS: 1 Server Cabinet and Console 1 KVM Kit 1 Library 1 Application Server	1441	n/a	\$10,725	\$24,208
MorphoBSS Matcher Subsystem 1 AMS DL360 1 DPS DL160 3 AMP DL140	7315	5	\$1,910	\$93,594
LSS-R	1441	1	\$1,324	\$5,296
Fingerprint/Palmprint Card Printer	1441	2	\$384	N/A
8 LSS-R pgmlss002 pgmlss003 pgmlss004 pgmlss005 pgmlss006 pgmlss007 pgmlss008 pgmlss009	1534	8	\$9,608	\$38,432
LSS-R	7981	1	\$524	\$4,722



Attachment A

Tenprint Card Printer	7981	1	\$255	\$0
<b>Total:</b>			\$24,731	\$166,252
			<b>\$190,982</b>	
<b>Morpho BIS Phase II Upgrade</b>			<b>Year 9</b>	
			<b>7/1/2016 - 6/30/2017</b>	
MBSS Processor	15612	1	\$407	\$4,672
PDC/BDC	15612	2	\$349	N/A
ADS/WFM Server	15612	1	\$532	\$34,384
RAID Array Subsystem	15612	1	\$1,105	N/A
Backup Tape Library	15612	1	\$797	N/A
WAS Server	15612	1	\$341	N/A
DES	15612	1	\$432	\$4,672
Gateway Server	15612	1	\$357	\$9,344
Backend Cabinet and Accessories	15612	1	\$673	N/A
Review Station	15612	12	\$2,865	\$44,849
Expert Workstation with Scanner & Latent Camera	15612	2	\$3,384	\$18,687
Tenprint Card Printer	15612	2	\$228	N/A
Color Printers	15612	2	\$249	N/A
<b>Total:</b>			\$11,719	\$116,607
			<b>\$128,326</b>	
<b>MorphoTrust Mug &amp; Face Recognition - Montgomery Co</b>			<b>7/1/2016 - 6/30/2017</b>	
MorphoTrust Mugshot & Face Recognition Upgrade/Expansion	8394	1-Montgomery	N/A	REMOVED
<b>MorphoTrust Mug &amp; Face Recognition - Prince George</b>			<b>Warranty</b>	
			<b>09/14/16 - 09/13/17</b>	
MorphoTrust Mugshot & Face Recognition Upgrade/Expansion	8394	1-Prince George	N/A	N/A
<b>Total:</b>			\$0	\$78,750
			<b>\$78,750</b>	
<b>Total</b>			\$36,449	\$282,859
			<b>\$319,309</b>	
<b>Volume 7% Discount</b>			<b>(\$22,352)</b>	
<b>Grand Total</b>			<b>\$296,957</b>	

<b>Annual Users' Conference</b>	
<b>Agency</b>	<b>Qty</b>
Washington Metro PD, DC	5
Department of Forensic Sciences	2
Fairfax County Police Department, VA (1 Attendee is for Regional IT representative)	5
Fairfax County Sheriff's Department, VA	3
Loudoun County, VA	2
Arlington County, VA	2
Prince William County, VA	2
Alexandria City, VA	2
Montgomery County, MD	3
Prince Georges County, MD	3
<b>29 UC per Year Maintenance Cost</b>	<b>\$94,250</b>

Attachment A

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #001378-006  
Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the

Attachment A

Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

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Attachment A

**Exhibit C**  
**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # SA #001378-006 Date October 24, 2016 (REV1)  
New Term Effective Start July 1, 2016 End June 30, 2017

<b>CUSTOMER:</b> Fairfax Co Police Department Address (1): 4890 Alliance Drive Suite #2700 Address (2): CITY, STATE, ZIP CODE: Fairfax, VA 22030 <b>CONTACT NAME:</b> Mr. Dave Russell <b>CONTACT TITLE:</b> Director of NOVARIS <b>TELEPHONE:</b> (571)350-1516 <b>FAX:</b> <b>Email:</b> William.Russell2@fairfaxcountygov	<b>BILLING AGENCY:</b> FCG - Accounts Payable Address (1): PO Box 1147 Address (2): CITY, STATE, ZIP CODE: Fairfax, VA 22036-1147 <b>CONTACT NAME:</b> <b>CONTACT TITLE:</b> <b>TELEPHONE:</b> <b>FAX:</b> <b>Email:</b>
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For support on products below, please contact Customer Support at (800) 734-6241 or email at [cscenter@morpho.com](mailto:cscenter@morpho.com).  
☐ AFIS System ☐ LiveScan™ Station ☒ MORPHO BIS System

STANDARD SUPPORT		ANNUAL FEE
<input checked="" type="checkbox"/> Advantage - Software Support		Fairfax County \$ 625,277.00
<input checked="" type="checkbox"/> Advantage - Software Support		Washington Metro Police Department \$ 426,163.00
<input checked="" type="checkbox"/> Advantage - Software Support		Montgomery County \$ 319,309.00
♦ 8 a.m. - 5 p.m. Monday to Friday PPM ♦ Unlimited Telephone Support ♦ Remote Dial-In Analysis ♦ Supplemental Releases & Updates ♦ Standard Releases & Updates ♦ Automatic Call Escalation ♦ Software Customer Alert Bulletins ♦ Telephone Response: 2 Hour		
<b>STANDARD SUPPORT TOTAL</b>		<b>\$ 1,370,748.00</b>

SUPPORT OPTIONS		ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support		\$ Included
♦ 8 a.m. - 5 p.m. Monday-Friday PPM ♦ Next day PPM On-site Response ♦ Hardware Vendor Liaison ♦ Defective Parts Replacement ♦ Escalation Support ♦ Hardware Customer Alert Bulletins ♦ Hardware Service Reporting ♦ Product Repair ♦ Equipment Inventory Detail Management		
<input checked="" type="checkbox"/> Parts Support		\$ Included
♦ Parts Ordered & Shipped Next Business Day ♦ If customer is providing their own on-site hardware support, the following applies: ♦ Customer Orders & Replaces Parts ♦ Parts Customer Alert Bulletins ♦ Telephone Technical Support for Parts Replacement Available		
<input type="checkbox"/> UPLIFTS		\$ N/A
♦ Increase PPM to _____ ♦ Increase Response Time to _____		\$ N/A
<b>SUPPORT OPTIONS TOTAL</b>		<b>\$ Included as checked</b>

USERS CONFERENCE - NORTH AMERICA		ANNUAL FEE
<input checked="" type="checkbox"/> Users Conference Attendance (\$3,250 per Attendee)	Year <u>2017</u> Number Attendees Requested <u>29</u>	\$ 94,250.00
♦ Registration fee ♦ Roundtrip travel for event ♦ Ground transportation to/from the conference airport to the conference hotel ♦ Hotel accommodations ♦ Daily meals		
<b>USERS CONFERENCE TOTAL</b>		<b>\$ 94,250.00</b>

Prepared by: Andy Sandoval, Tel: (714)688-3192, E-mail: [andrew.sandoval@morpho.com](mailto:andrew.sandoval@morpho.com)

<b>SUPPORT SUBTOTAL*</b>	<b>\$ 1,370,748.00</b>
<b>LESS VOLUME DISCOUNT:</b>	<b>\$ (95,952.00)</b>
<b>USERS CONFERENCE TOTAL:</b>	<b>\$ 94,250.00</b>
<b>FULL TERM FEE GRAND TOTAL*</b>	<b>\$ 1,369,046.00</b>

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**